## The Polynesian:

PUBLISHED WEEKLY AT HONOLULU. Hawaiian Islands.

Abraham Fornander. . . . Editor.

Business Cards.

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Office in the East corner of 'Makee's Block,' on Kaahumann street, Honolulu. Draw Bills of Exchange on Messrs. Grinnell, Minturn & Co., New York; Henry A. Peirce, Esq., Boston; and Messrs. Morgan, Stone & Co., San Francisco.

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GUST. C. MELCHERS, Bremen; J. D. WICKE, Honolulu; F. A. SCHAEFER, Honolulu.

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General Commission Agents, Honolulu. Oahu, H. I. AMOS S. COOKE. CASTLE & COOKE,

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C. BREWER 2d. General Merchant and Agent for the sale of the products of the Brewer Plantation. 14-ly

A. S. GRINBAUM & Co., Importers, and Wholesale and Retail Dealers in FASHIONABLE CLOTHING. HATS, CAPS,

BOOTS and SHOES! And every variety of Gentlemen's Sperior Furnishing Goods.

Store in Makee's Block, formerly occupied by W. A. Aldrich, Esq., fronting on Queen street, Honolulu, Oshu.

JOHN RITSON, DEALER IN WINES, SPIRITS, ALE & PORTER, Honolulu. 14-11

WM. WEBSTER, Land Agent to His Majesty. Office in the King's Garden, Beritania Street

GODFREY RHODES, WHOLESALE DEALER IN WINES and SPIRITS, ALE and PORTER

Near the Post-Office, Honolulu. SAM'L H. DOWSETT,

LUMBER MERCHANT, Will furnish Building Material of every description, at low prices.
Orders from other Islands solicited. Yard on corner of

GEORGE G. HOWE, Lumber Merchant,

Lumber Yard Corner of Queen and Nauann Sts on the Punchard Premises. 34 tf UTAI & AHEE,

Wholesale Merchants, AND Agents for the Aiko and Iwo Sugar Plan-

tations, Hilo, Hawaii. KING STREET, HONOLULU. C. H. LEWERS,

Lumber and Building Materials, Fort st., Honolulu. 14-tf

D. N. FLITNER. CONTINUES his old business at the new store or Kaabumanu street. Chronometers Rated by observations of the sun and stars with a transit instrument accurately adjusted to the meridian of Honolulu. Particular attention given to fine watch repairing. Sextant and Quadrant glasses silvered and adjusted. Charts and Nautical instruments constantly on hand and for sale.

W. FISCHER, Cabinet Maker and French Polisher, Rotel street, opposite the Government House Business Cards.

# THOMAS SPENCER

sland Produce, &c., &c., .....and .......... Commission Merchan BYRON'S BAY, HILO, H. I.

DEALER IN GENERAL MERCHANDISE,

Will keep constantly on hand, an extensive assortment of every description of goods required by Ships and others. The highest price paid for Island Produce. 307 Money advanced for Bills of Exchange at reasonable

WILLIAM HUMPHREYS, NOTARY PUBLIC. Office at the Court House, up stairs.

Chas. F. Guillou, M. D., LATE SURGEON UNITED STATES NAVY Late Consular Physician to American Seamen. AND GENERAL PRACTITIONER.

OFFICE corner of Kaahumanu and Merchant streets Residence at Dr. Wood's mansion, Hotel street. Office hours from 11 A. M. to 2 P. M., at other hours

ALEX. CAMPBELL. MERCHANT TAILOR

On Fort street, opposite Burgess' Saloon, Between King and Mer chant Streets. Cloths, Cassimeres and Vestings always on hand, and clothing made up in the best style.

R. E. WAKEMAN. Contractor of Building and Jobbing

ALSO-Wheelright, Carriage Making and Repairing.-King street, Honolulu, opposite the City Market. ALLEN & BERRILL, SUCCESSORS TO

GEORGE W. MACY, Kawaihae, Hawaii. Will continue the General Merchandise and Shipping busi ness at the above port, where they are prepared to fur nish the justly celebrated Kawaihae Potatoes, and such recruits as are required by Whale Ships, at the shortest notice and on the most reasonable terms.

J. WORTH, AUCTION & COMMISSION MERCHANT. AND DEALER IN GENERAL MERCHANDISE.

Ships sur of Exchange. HILO, Hawaii.

CALIFORNIA MUTUAL

MARINE INSURANCE COMPANY. SAN FRANCISCO.

THE UNDERSIGNED having been appointed Agents for the above Company, best ablic that they are now prepared to issu

MARINE INSURANCE POLICIES On cargo, freight and treasure to all parts of the world. Honolulu, Aug. 21, 1861. 17-tf

# NOTICE



WM. HENRY TRESCOTT,

ACTING SECRETARY OF STATE TO THE UNITED STATES. To all whom these Presents shall come, Greeting : V NOW YE, THAT GEORGE E. NETCHER, A KNOW YE, THAT GEORGE E. NETCHER, A citizen of the United States, has filed in this Department the required notice of the discovery of guano on Howiand's Island, in the Pacific ocean, the same lying in North latitude 50 min, and in west longitude 176 deg. 52 min.

That notice of the occupation of said Island, in the name of the United States, by A. G. Benson, on behalf of himself and his associates, Wm. W. Taylor and the said George E. Netcher, has also been filed.

And that the United States Guano Company of New York, a corporation of citizens under the laws of the State of New York, assignee of the assigns of the parties aforesaid, has entered into sufficient bonds, under and according to the provisions of the Act of the Congress of the United States, passed on the eight-

sufficient bonds, under and according to the provisions of the
Act of the Congress of the United States, passed on the eighteenth day of August, in the year eighteen hundred and fifty-six.
Wherefore, the said United States Guano Company is entitled,
in respectso the guano on the said island, to all the privileges
and advantages intended by that act to be secured to citizens of
the United States who may have discovered deposits of guano;
provided, always, that the said United States Guano Company
shall abide by the conditions and requirements imposed by the
act of Congress aforesaid.

shall abide by the conditions and requirements imposed by the
Act of Congress aforesaid.

In witness whereof, I, William Henry Trescott, Acting Secretary of State of the United States of America,
have hereunto set my hand and caused the seal of
the Department of State to be affixed at Wash
ington, this seventh day of August, in the year of
our Lord one thousand eight hundred and sixty,
and of the Independence of the United States of America the eighty-fifth, WM. HENRY TRESCOTT,

All persons not duly authorized are hereby forbid occupying or removing Guano from the above or any other Island, Rock or Key belonging to the Company, as published in the New York Tribune, March Sth, 1859.

(Signed) 6 if (Signed)

Sisterhood of the Sacred Hearts. HONOLULU. Fort St., near the Catholic Church

THE FOURTH ANNUAL SESSION of this Institution will commence on August 2d, 1862.

Young Ladies of every religious denomination will be admitted, provided it be previously agreed that they will conform to the general regulations of the house.

The course of Education for Boarders will comprise Reading,

The course of Education for Boarders will comprise Reading, Writing, Grammar, Composition, Elocution, Arithmetic, Geography, use of Globes, History (sacred and profane), Chronology, Mythology, Logic, French and German Languages. Book-Keeping, Music (Vocal and Instrumental), Drawing, Painting, and all kinds of Fancy Needle-Work.

The Sisters being aware that all education is imperfect without the knowledge of the Law of God, will devote themselves with the most sedulous care, to the religious instruction of their Catholic pupils, without neglecting to inculcate in the minds of the others the general principles of Christian morality. The most conscientions attention will be given to form their manners and to train them up to habits of order, neatness and industry.

The diet will be wholesome and abundant.

The diet will be wholesome and abundant.

The health of the pupils will be the object of constant and maternal solicitude, and at all times they will be under the immediternal solicitude.

ate superintendance of their teachers. TERMS.

BOARD & TUITION, per Quarter of Twelve Weeks, \$45.

Music, Drawing, Painting, German Language, and Artificial Flowers, will form extra charges.

No extra charge for the French Language.
Payments to be made quarterly in advance. Persons residing Payments to be made quarterly in advance are requested to have a responsible agent in the city of Boreluin. No reduction made in case of children being withdrawn before the expiration of the quarter.

Tuesdays and Saturdays will be the appointed days for parents

On the first Saturday of each month the Boarders will be al-On the first Saturday of each month the Boarders will be allowed to go out with their parents or guardians, but never with any other, without a written permission from said parents or guardians. They must return to the establishment before 6 o'clock, P. M., the same day.

Postage, stationery, washing and mending, Doctor's fees and medicines, will be chargeable to the parents.

For further particulars, application may be made to Sister Maria Josepha.

### MARIA JOSEPHA. Waikahalulu Lots!

THE UNDERSIGNED BEGS TO INFORM THE PUBLIC that the terms on which these Lots can now be purchased or leased, have been so far modified that under certain restrictions and regulations, any description of Building may be erected thereon. It being the desire and chiect of His Majesty's Government to have the said Lots occupied as quickly as possible, every facility will be granted to intending occupiers, and by consulting with the undersigned they will find that their views will be met in every respect, as far as consistent with the public interests.

Interests.

Ten of said Lots having been now engaged, only a few of the choice situations remain to be disposed of, so that an early application will be necessary to secure them.

W. L. GREEN, Agent for the sale

19 tf

and lease of the Walkahalulu Lots.

CHAS. W. BROOKS & Co., Shipping and 123 SANSOME St.,

SAN FRANCISCO, CAL.

foreign Advertisements.

Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods, the chartering and sale of vessels, the supply-ing of whaleships and the negotiation of Exchange. EXCHANGE ON HONOLULU in sums to suit. ADVANCES MADE ON CONSIGNMENTS.

-REFER TO-C. BREWES & Co., ..... CHAS. BREWER, "
THAYER, BRIGRAM & FIELD, "
SUTTON & CO., New York.
SWIFT & ALLEN, N. Bedford.

J. C. MERRILL. D. C. McRUER,

# MCRUER & MERRILL,

AUCTIONEERS! AGENTS OF THE

REGULAR DISPATCH LINE HONOLULU PACKETS

Particular attention paid to forwarding and transhipment of merchandise, sale of whalemen's bills, and other exchange, in-surance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.

> 117 and 119 California-street, SAN FRANCISCO Cal.

Messis, D. C. Waterman & Co., ....... Honolulu Capt. B. F. Ssow. A. P. EVERETT, Esq. Messis, GILMAN & Co.,. Lahaina B. PITMAN, Esq.



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Type, Presses, Printing Materials, Ink, Paper, Cards, &c., 510 Clay Street, above Sansome. T. P. PAINTER Offices fitted ou t with dispatch.

FOR SALE BY THE UNDERSIGNED

500 sacks California Oats.

300 doz Ale to arrive per "Yankee," 200 Jockey Club House Gin in bond, 10 qr csks Martell's Brandy, 20 octaves " Hennessey's " do, 100 10 gal kegs Whisky, 100 6 do do, 50 5 do do,

28 pkgs Rochelle Brandy, 50 cases Sherry Wine,

200 cases Cider. 50 doz Champagne ("Jacquisen fils,") 50 Chests Tea. 150 bags best S. I. Coffee,

10,000 lbs Pilot and Navy Bread, 50 kegs Cannon Powder, 250 doz Denim Frocks and Pants

50 hf bbls do.

50 doz English Pie Fruits, 25 do do 50 doz American pie fruits, 50 dez asserted Meats and Soups, 10 cases 36 lb " Knickerbocker " Tobacco," 20 Hawaiian Ensigns,

250 coils Manila Rope, 1/2 to 41/2 in, 50 coils Hemp Rope and Spunyarn, And a General Assortment of New Ship

Chandlery, Crockery and Groceries! J. C. SPALDING. Honolulu, June 29th 1861.

On Sale ;

EX RECENT ARRIVALS

THE FOLLOWING CHOICE ASSORTMENT OF GROCER-IES, at the store of the undersigned: Fresh oysters Fresh apples Sardines French capers English pickles do peaches, do Pears do pie fruita do sauces Raspberry jain Cranberry jam Strawberry do, &c. &c, &c. mustard Mince meats Sweet savory Summer savory Curry powder Ground cassia do black pepper Smoked hams Whole

Soap Tins of water, butter, sugar oyster, soda and wine crack do herrings Best Oolong tea Preserved salmon Ground cloves Green corn Crushed sugar Cream Tartar Haxall flour Fresh raisins de. de. de.

do currants in tins N.B. Fresh Island Butter and Ground Coffee

LUMBER! THE Cargo of the barkentine "Constitution,"

NOW LANDING

CONSISTING OF 40,000 feet tongued and grooved Boards, 30,000 feet assorted Boards, 100,000 feet assorted Scantling, 7,000 five feet pickets, 50,000 Cedar Shingles. For sale by

Pimento

GEO. G. HOWE. EX ORIENTAL!

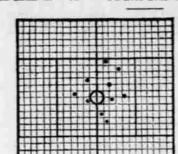
JUST RECEIVED! And for sale by the Undersigned

Cases Malcom Tobacco, 10s, 113 lbs each,

Boxes "Mary & Jane," do 5s, 23 "
"Moore" do 5 lbs, 23 "
"Hydromel" do 5 lbs, 22 "
"Piecolomini" do 5 lbs, 23 " MELCHERS & CO. a "M. Rae"

JUST RECEIVED! NO FOR SALE BY THE UNDERSIGNED. A Dr. S. P. Townsend's Compound Fluid Extract of Sarsapa-lls. [35 tf] JANION GREEN & CO.

BOUND VOLUMES. BOUND VOLUMES OF THE "POLYNESIAN" FOR 1859-80 (Yol XVI). now ready and for sale at this Office. Price 6 Foreign Advertisements.



HONOLULU, MARCH 22, 1862.

12 FRET SQUARE. Represents average shooting at 500 yards, ELEYS

ENFIELD

Eley's Ammunition!

For Sporting or Military purposes! Double Waterproof Central Fire caps, Felt Waddings to prevent the leading of Guns, Wire Cartridges for killing Game, &c., at long distances, Breech Loading Cartridge Cases of superior

Sole Contractors to the War Department for Small Arms Jacob's Rifle Shell Tubes, Cartridges and Caps for Colt's, Adams' and other Revolvers. Enfield Rifle Ammunition and Bali Cartridges.

ELEY BROTHER'S, Gray's-Inn-Rd., London, W. C. WHOLESALE ONLY.

For Whitworth Rifles, also for Westley Richard's, Terry's, Wil-

son's, Prince's, and other Breech Loaders



## TUPPER & CO.'S CORRUGATED GALVANIZED IRON,

PATENT TILES! For Roofling Houses, Churches, Schools, &c., packed for shipment.

- ALSO -Gutters, Pipes, Ridging, Pails, Tubing, Wire, Nails, Screws, &c., All Galvanized.

For Prices, Drawings and Catalogues, apply to TUPPER & CO., Manufacturers, 61a, Moorgate Street, London, E. C., or \* \* Tupper & Co.'s Process of Galvanizing prevents Rust. TUPPER & CO., 61a Moorgate Street, London.

MESSRS. C. A. FLETCHER & CO. COMMISSION MERCHANTS

GENERAL AGENTS HARODADI, JAPAN. BEG TO INFORM OWNERS AND MASTERS OF SHIPS about to visit the port of Hakodadi, that they are prepared to take Consignments and do business on the usual terms.

By arrangements with Home Insurance Offices, Messrs.

FLETCHER & CO. can take risks on Oil, or other shipments of

Hakodadi, Yesso, Japan, 4th July, 1859. CHARLES BREWER, COMMISSION MERCHANT, Boston, U. S.

Refer to R. W. Wood and C. BREWER 2D. WM. FAULKNER & SON, 131 SANSOME ST., SAN FRANCISCO, GENT FOR JAMES CONNER & SONS, U. S. A Type Foundry, and Dealers in all kinds of Printing Materials.

Type Foundry, and Dealers in all kinds of Printing Materials.

Printers will find it to their advantage to call on us be-

ore purchasing.

CHARLES F. ROBBINS,

Importer and Dealer in Type, Presses, Printing Material INKS, CARD STOCK, &c., Nos. 411 to 417 CLAY STREET. (Opposite FRANK BAKER'S,)

JUST RECEIVED! Per bk. Yankee

100 SACKS OATS; Cases Corn Starch, Oysters, Oyster Crackers, Pienie do, Boston do, Wafer Bread, Jenny Lind Cakes, ground Sage, California Mustard,

Boxes white Vermicelli, " Maccaroni, Cases Oregon smoked Hams, Catties Curious Breakfast Tea.

S. SAVIDGE. For sale by WAIKAHALULU WATER LOTS.

THE UNDERSIGNED HAVING BEEN APPOINTED AGENT for the sale and lease of the WAIKAHALULU LOTS:

begs to call the attention of Merchants, Ship Owners, Speculators and others to this finely situated tract of land which is now offered in lots at reduced rates and on liberal and convenient terms:
Plans may be seen and all particulars learned by application to the undersigned at Robert C. Janian's Fire-proof Buildings. N. B.-Early application should be made for choice Lots

W. L. GREEN,
Agent for the Sale of Waikahalulu Lots.
Honolulu Oct. 9th, 1859.

NOTICE.

WHEREAS THE UNDERSIGNED HAS BEEN INFORMED OR good authority that great irregularity exists in the taking and killing of the wild cattle on the mountains on Hawaii, belonging to His Majesty and to the Government, by parties who claim or pretend to claim right under bills of sale from His Majesty or from the Government, and whereas, from the nature of esty of from the Government, and the causes it is almost impossible to place agents to guard the interests of His Majesty and of the Government, and whereas all parties having legal claims on the said wild cattle have aiready had time sufficient, if they have used tue diligence to remove the same : Now therefore, the undersigned hereby gives notice to all parties who purchased wild cattle running on the mountains on Ha-waii, previous to the 1st day of January 1857, to remove the same

if not already removed, on or before the 1st day of May next.

after which time, parties taking wild cattle will be prosecuted

Interior Office, t

L. KAMEHAMEHA. Interior Office, † Jan. 24, 1858. NOTICE! .

Honolulu, May 10, 1859.

Home Department, 30th July, 1859.

## The Polynesian.

Commercial Tribunal at Havre.

HERME, PRESIDING .- AUDIENCE OCTOBER 21, 1861. MELCHERS & Co., at Honolulu, es. J. LEVAVASSEUR,

at Rouen. Whereas, J. Levavasseur, on the 9th of October, 1856, sent the ship Ville de Rennes, from Havre, on a whaling voyage, under the command of Leguedois, having as second in command and as fishing captain, Mr. Troude, both being entered in the Shipping Articles as such He handed them a letter of credit, designed to provide for all wants that might manifest themselves in the course of an expedition submitted to so many eventualities and to a duration that could not

be exactly estimated. Whereas, after two successive and insignificant whaling cruises, the Ville de Rennes, for a second time put into port at Honolulu, where the Captain (Leguedois), having been discharged on account of sickness, was superseded in his command by Troude, by order of the Consul of France; and Troude resolved to try the chances of a third cruise, which could only be effected by repairing the vessel, the provisions of which were exhausted, and the vessel herself by her long voyages in bad condition; he addressed himself therefore to Melchers & Co., who consented to advance him the necessary funds, and after a regular examination, the repairs were undertaken, which amounted to 81,260.67 francs, covered by six drafts issued by Troude on Levavasseur. The latter refused their payment, and they were returned to Honolulu, where the Captain, having returned from his last cruise, on the 25th of November, by documents executed before the Consul, conveyed the vessel and cargo as guarantee of the debt, to Melchers & Co., which, including interests, costs of protest, re-exchange and insurance premium, then amounted in all to 115,664 francs, the payment of which they now demand of J. Levavasseur.

Finally, the ship Ville de Rennes left for France, the 11th December, 1859, but was obliged to put into port at Talcahuano, where she was condemned and her cargo shipped to Havre, where it was sequestrated. Whereas, J. Levavasseur repels the proceedings against him, pretending-

1st. That Troude, having become Captain of the Ville de Rennes, in consequence of the withdrawal of Leguedois, had no other order than to bring the vessel back to France, and that consequently he could not, as he has done, undertake considerable repairs and still less a third season's cruise. 2d. That Melchers & Co. were not at all authorized

by the letter of credit to favor the particular views of

Troude, who had neither right nor title to draw on the

3d. That finally, even if the owner was in any way circumstances in which the vessel was placed, at the time the drafts, amounting to 81,260.67 francs, were ssued, the latter, by conveying the vessel and her cargo as security for the payment of the amount of 115,664 francs, has made a substitution for the debt due to Melchers & Co., who have thus conferred their trust to the vessel and cargo and not to the person of the

Whereas, it is certain-in fact that no order, no in-

struction, enjoined upon Troude to return to France,

in case Leguedois should cease to command the vessel for any reason whatsoever-as this argument, otherwise inapplicable to third parties, and which was not thought of by Levavasseur at the time of his protesting the 81,260.67 francs, can therefore not seriously be employed by him. As this is not a question of a similar nature as if a captain deceased at sea is replaced by his second in command, whose functions, only provisory and circumstantial, naturally cease on the arrival of the vessel at the port of destination; but as it is a ques-

tion about a whaleship, la Ville de Rennes, entered in port at Honolulu, where Leguedois coluntarily resigned his functions into the hands of the Consul of France, who, charged with representing the French authorities in a foreign land, and to watch over the interests of the absent, investigated the matter, and by the authority vested in him, appointed Troude as Captain of the vessel, as it is evident that from that time Troude was invested with the command as rightfully as if he had received the same from the hands of

J. Levavasseer himself.

the same rights and contracts the same obligations as the first appointed captain. Whereas, there does not exist any relation or analogy between the expedition of a vessel destined for a whaling voyage and that of a ship dispatched to earry merchandise to a certain point and return home with a

Whereas, the legally substituted captain exercises

As the last one, regulated beforehand by the instructions of the owner, by the obligations entered into by the captain towards the shippers, by the route which is prescribed and from which he is bound not to depart, can to a certain degree be calculated as to its duration, as well as to its results. And as the first expedition, on the contrary, entirely

abject to casualties and uncertainty, is, as it were, only

limited by the success which it obtains, as the captain

who commands, freed from any kind of rule concerning the route to follow, absolute master of its direction. guided by his experience, or, perhaps, by his instinct, is the only judge of, in what seas to cruise, and unless he has positive and formal orders to the contrary, of the duration of the voyage which he commands. As it follows, therefore, that if Troude, whose first two whaling seasons had been unsuccessful, the last of which had received the approval of Levavasseur, had the right to try a third, he had the indisputable right

also to put his vessel in a condition to undertake such a cruise, that is to say, to procure the repairs which she needed and to supply her with provisions.

In point of law: Whereas, according to Article 284 of the Commercial Code, the captain, during the voyage represents the owner in everything relating to the vessel and her cargo, and, consequently, the acts to which he gives his consent, the loans which he contracts for the necessities of the voyage bind the owner,

conformably to Articles 1,998 of the Code Napoleon and 216 of the Commercial Code. As it is thus that the Court of Cassation has invariably given the true and sound interpretation of the Article 284, besides that this clearly follows from Article 236, which exacts that the Captain, who has unnecessarily drawn money on the body, provisions or outfit of a vessel, be responsible to the owners, and personally held to refund it, which proves clearly-first, that the owner is obliged, reserving his redress against the Captain, to indemnify the third party to whom he is engaged by the Captain who legally represents him : and secondly, that the lender has neither to preoccupy himself with the use that may have been made of his funds, nor with the formalities prescribed by Article 234, and unknown to him unless to establish his privilege, but which, so far as the Captain is concerned, have no other object than to enable him to prove the

necessity of the loan. Whereas, the loan, the object of the difficulty, has been contracted by the Captain on behalf of the owner, to make repairs which, benefitting the vessel, in fact

benefitted her owner also. As neither the mode nor the conditions of the loan are imposed by law; as it is the Captain's duty to choose which will be the most advantageous to him; THE undersigned beg to inform their friends as Levavasseur has the less cause to refuse the drafts of Troude, as not only he had authorized them by the TORIA, V. L., under the management of Mr. Henry Rhodes and under the style of JANION & GREEN, for the transaction of a general Commission business. Particular attention will be piad to consignments of Sandwich Island produce.

JANION, GREEN & CO.

Honolulu, May 10, 1859.

Troude, as not only he had authorized them by the letter of credit of December 15, but as he had paid without any difficulty a draft of 11,196 francs, drawn on him by this Captain at the very time, when Leguedois had still command of the Ville de Rennes.

Why years, the adv, nose, made to meet the wants of

Whereas, the advances, made to meet the wants of this vessel, found their security and guaranty in the A LL PERSONS ARE HEREBY NOTIFIED THAT THE right with which the law invests the captain to bind A LL PERSONS ARE HERREI NOTIFIED THAT THE ACTION OF THE PRINCIPAL AND PR relinquishment, which Levavasseur thus did renounce in the most formal manner.

FOR SALE AT THIS OFFICE, THE FIRST VOLUME by the debt of \$1,260.67 francs, which was to be paid, has been raised to the sum of \$15,664 francs, claimed to-day; as it is the result of his refusal to pay this Kingdom during the ten years ending with 1856, compiled by Gronge M. Robertson.

Price five dollars, bound in cali

Whereas, Levavasseur can but lay the blame on himself, if the debt of \$1,260.67 francs, which was to be paid, has been raised to the sum of \$15,664 francs, claimed to-day; as it is the result of his refusal to pay the drafts on their return to Honolulu with protest, interests, re-exchange and insurance premium, as well Whereas, Levavasseur can but lay the blame on

as all other costs included in the act which gave the disposition of his vessel to Troude.

No. 47.

Whereas, it cannot seriously be pretended that in the position in which the refusal of Levavasseur had placed them, Melchers & Co. should leave the object on which their claim rested, exposed to the chances and perils of the seas ; as the insurance which they were thus forced to effect by the acts of their debtor was besides authorized by the act of November 25; its ob-ject, far from relinquishing their right, on the contuary was to recognize and sanction the same; as it is sufficient to call to mind the very formal terms of this convention in order to recognize therein all the points so essential to a security; but the delivery of a security in the hand of a creditor can never have the effect to free the debtor, the security in fact only existing as an accessory of the debt and being in the hands of the creditor merely a simple deposit of which he cannot dispose, even in case of non-payment, but by observing the formalities prescribed by Article 2,078 of the Code

Whereas, finally, Melchers & Co. have offered in court to transfer to J. Levavasseur, against the payment of 115,664 francs, the policy of insurance which they procured in Bremen, the 21st February, 1860. Whereas, the pl intiffs can merely chim the reim-

bursement, pure and simple, of what they have themselves paid :

As the premium of 7,230 francs, presented in their general account appears exaggerated : For these reasons, the Court, sitting in first instance, decrees that Melchers & Co. be held to the obligation they have assumed to transfer to J. Levavasseur the policy of insurance which they had effected on the body and appartenances of the ship la Ville de Rennes, and on condition of their executing the same, orders Levavasseur, in his person and estate, to pay to Melchers

1. The sum of 108,434 francs, amount of their account of charges, deducting the above mentioned sum

of 7,230 francs. 2. The true premium, on the explanation which Melchers & Co. have to make thereof, and in case the parties cannot come to an understanding about this point, the suit will be continued. And the Court orders J. Levavasseur to pay the legal

interests and costs, and orders the provisional execution of these presents, notwithstanding appeal, and the finding of security. Mr. Ouizille for Messrs, Melchers & Co.

Mr. Delange for Mr. J. Levavasseur.

J. GUERRAND.

The Island of Madagascar. This extraordinary portion of the earth, perhaps the largest island of the world, excites great interest at the present time. It is rich in natural productions and abounds with cattle and poultry. Its plains furnish every tropical productionbalsams, rice, sage, and spices of all kinds. Under the enlightened policy of King Radama, christianity was making rapid strides among its inhabitants; many had turned from heathenism and the ight of the gospel had illuminated their habitations. This pleasing state of things was put a stop to by the death of Radama. The Queen assumed the government on the death of her husband. This eathen Queen hunted the native christians like wild beasts; and although England and France nade efforts to establish commercial relations their labors had no effect, and she determined to destroy every vestige of christianity, and became in fact a monster of cruelty. As an illustration of her sanguinary character, it is related that on one occasion she drew together a tribe which had fallen under her displeasure, and then let loose her soldiers upon them, killing twenty-five thousand who were kneeling to do her homage. It is estimated that during her reign thirty thousand perished anually by war; executions and other

reigns as King. Radama II. embraced Chrisianity several years ago, and it is believed that he is following the example of his father. It is understood that he opens to free trade with all nations, and seeks to maintain friendly relations with foreing nations. Being himself a Christian, he will encourage the extension of Christianity, and the advancement of civilization among his people. Many will remember the history of the mission n Madagascar, published by that eminent missionary, the Rev. Mr. Ellis. Some native Christians have written to that gentleman giving interesting

Recent advices from England bring intelligence

of the death of the Queen, and that her son now

cruelties.

Madagascar, and he left London on the 21st of November, for the Mauritius, whence he would proceed to Antananariva, the capital of Madagas-From the extract given below some idea can be

accounts of their prospects under the new King.

The friends of the mission in England have pre-

vailed on Mr. Ellis to make another visit to

formed of the resources and importance of the island Madagascar is about four times the size of all New England, and is larger than the empire of France. While there is a rim of low sea coast a short distance inland the country becomes diversified with hills and mountains, one of the latter reachng the elevation of 11,000 feet. The rivers are many and large, but too rapid for navigation. The lake sare numerous and extensive. The soil is fertile; and rice, cotton, mandioca, and the pigeonpea (for the purpose of rearing silk worms,) are the principal products, though the cereals of Europe are easily cultivated in the uplands. But the grand staple over all others is the first mentioned-rice. It is a singular fact that this great staple, which is next to cotton, in South Carolina and Georgia, was first brought to Charleston from

Madagascar not 200 years ago. Next to rice ruising, the people are engaged in the spinning and weaving of silk, cotton and linen fabrics. After this comes the breeding of cattle and the manufacture of iron. The Mauritius and other contiguous islands receive from Madagascar their supply of fresh beef; while before the accession to the throne of the late Queen, vast quantities of hides were exported; those coming to our country were generally brought in Salem vessels. Madagascar has its share of useful minerals, such as iron, rock salt, nitre, &c. Iron ore, in some parts is found in large quantities on the very surface, and the mines have never been worked to a depth of more than six feet. What a storehouse of this valuable material nature has placed in this island, so convenient to Africa, to Southern Asia, and the Indian archipelago!

Iron and steel are made in large quantities by the natives; and an American physician, who is as well skilled in mineralogy as in medicine, once informed us that the steel made in Madagascar, from its peculiar and yet simple manner of fabrication, is the best in the world. This physician is one of the few foreigners who have been permitted to visit Madagascar since the death of Radama. Now, all these resources and productions which we have mentioned are those which the world must have. We have been looking for cotton fields; here is a country (with as much cotton land as can be found in all the Gulf State,) just thrown open to market .- Exchange.

Auditor's report, \$114,000 were paid out last year ostensibly as disbursements for the relief of seamen, but really in a large measure into the Consul's pocket, are said to be Callao, charged with \$24,-625 15; Honolulu, \$49,460 12; Lahaina, \$25,-678 78, and Paita, \$14,205.

THE RELIEF OF SEAMEN IN FOREIGN PORTS.-The

four Consulates in which, according to the Fifth

A lively imagination is a great gift, provided education tutors; if not, it is nothing but a soil equally luxuriant for all kinds of seeds.